



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

MP-6
181-12.031
M9022037

March 17, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**STORM DRAIN BOND ISSUE PROJECT NO. 12, MANHATTAN BEACH
BOULEVARD DRAIN - PARCEL 73L
FIRST AMENDMENT TO LEASE AGREEMENT NO. 65970
CITY OF HAWTHORNE
SUPERVISORIAL DISTRICT 2
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find this transaction categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve the enclosed First Amendment to Lease Agreement No. 65970 between the Los Angeles County Flood Control District and AN Dealership Holding Corp., formerly known as Autonation USA Corporation, to increase the leased premises by 8,142± square feet to be used for ingress and egress and additional vehicle parking purposes over and on Manhattan Beach Boulevard Drain, Parcel 73L. This parcel parallels the west side of the 405 Freeway north of Marine Avenue, in the City of Hawthorne. The existing rental rate of \$26,290 will be increased by \$19,540 per year.

3. Instruct the Chair to sign the enclosed First Amendment to Lease Agreement No. 65970 and authorize delivery to the Lessee.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This action will allow the Los Angeles County Flood Control District to amend Lease Agreement No. 65970 and lease an additional 8,142± square feet along Manhattan Beach Boulevard Drain to the Lessee, AN Dealership Holding Corp. Agreement No. 65970 commenced in May 1992, and its original 36-year term will remain unchanged. The use of this additional area for ingress/egress and vehicular parking purposes is the same as for the original area. AN Dealership Holding Corp., owns the adjacent property on the west side of the drain.

Implementation of Strategic Plan Goals

This action is consistent with the Strategic Plan Goals of Service Excellence and Fiscal responsibility. The revenues generated will be used for flood control purposes, and leasing this property will enhance future revenues through assessment and taxation.

FISCAL IMPACT/FINANCING

The appraised rent for the additional area is \$19,540, which has been paid and deposited into the Flood Control District Fund. The increased rent will be adjusted annually by the Consumer Price Index and reappraisals in accordance with the original lease provision.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The original Lessee constructed a reinforced concrete cover over the District's fee-owned flood control facility known as Manhattan Beach Boulevard Drain. AN Dealership Holding Corp., successor in interest to the original and existing leasehold, wishes to expand its car dealership.

County Counsel has reviewed this First Amendment to Lease Agreement No. 65970 as to form.

ENVIRONMENTAL DOCUMENTATION

This transaction is categorically exempt from CEQA, as specified in Section 15304 of the State CEQA Statutes and Guidelines, and as specified in Class 4(j) of the

The Honorable Board of Supervisors
March 17, 2005
Page 3

Environmental Document Reporting Procedures and Guidelines adopted by your Board. The original Lease Agreement was found by your Board to be categorically exempt. This Amendment is also deemed to be within the same categorical exemption.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

CONCLUSION

This action is in the District's best interest. Enclosed are three originals of the First Amendment to Lease Agreement No. 65970. Please have all originals signed by the Chair and acknowledged by the Executive Officer of the Board. Please return two executed originals to this office, retaining one original for your files.

One approved copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Acting Director of Public Works

DKW:psr
P6:\BD LTR MANHATTAN BEACH BLVD

Enc.

cc: Auditor-Controller (Accounting Division - Asset Management)
Chief Administrative Office
County Counsel

FILE WITH:
Lease and Agreement No. _____
Project/Stream: 181-12
Manhattan Beach Boulevard Drain
Right of Way Map No. 181-12 RW 3
Right of Way Parcel: 73L
Assessor's Parcels Nos. 4149-009-902
and 903 (Portion)
Thomas Brothers Map Book
Page and Grid No. 733 (A4, B4, and B5)
I.M. No. 069-157
Second District
M9022037

FIRST AMENDMENT TO LEASE AND AGREEMENT NO. 65970

Dated as of _____, 2004

By and between

THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

and

AN DEALERSHIP HOLDING CORP.
Formerly Known As
AUTONATION USA CORP.

FIRST AMENDMENT TO LEASE AND AGREEMENT NO. 65970

THIS FIRST AMENDMENT TO LEASE AND AGREEMENT No. 65970 ("**Amendment**") is made and entered into on this ____ day of _____, 2004, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic ("**Landlord**"), as landlord, and AN DEALERSHIP HOLDING CORP., a Florida corporation formerly known as AUTONATION USA CORPORATION, a Florida corporation ("**Tenant**"), as tenant.

RECITALS

A. Landlord and Roseway Partners, Ltd., a California limited partnership ("**Roseway**"), entered into that certain Lease and Agreement No. 65970 (the "**Lease**"), dated April 21, 1992, pursuant to the terms of which, among other things, Landlord agreed to lease to Roseway, and Roseway agreed to lease from Landlord, the Leased Premises (as hereinafter defined).

B. Tenant, Roseway, Costco Wholesale Corporation ("**Costco**"), VHB Associates, Inc., and the Community Redevelopment Agency of the City of Hawthorne entered into a Disposition and Development Agreement (the "**DDA**"), dated September 13, 1999, which provides the terms and conditions under which, among other things, certain real property located immediately adjacent to the Leased Premises will be redeveloped.

C. Pursuant to the DDA, the Tenant acquired from Roseway and Costco certain real property located immediately adjacent to the Leased Premises, for further development in accordance with the provisions of the DDA; and in furtherance thereof, and pursuant to that certain Assignment and Assumption of Lease and Agreement No. 65970 (Los Angeles County Flood Control District) with an effective date of April 9, 2001 ("**Assignment**"), Roseway assigned to Tenant and Tenant assumed, with the consent of Landlord, all of the rights, titles and interests of Roseway under the Lease. Except as otherwise defined herein, the terms used in this Amendment shall have the same meanings ascribed to them in the Lease.

D. Landlord and Tenant now desire to amend the Lease subject to the terms and condition, hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

AGREEMENTS

1. Amendment to the Term Leased Premises. The term "Leased Premises," as defined in the Lease and as depicted on Exhibit "A" attached to the Lease, is hereby amended so as to include the additional area described on Exhibit "A" and depicted on Exhibit "B" attached to this Amendment.

2. Amendment to the Term Base Rent. The term "Base Rent," as defined in Section 4.a. of the Lease, is hereby amended to be FORTY FIVE THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS (\$45,830) per year. The remainder of Section 4.a. is unchanged.

3. Assignment and Subletting. The provisions of Section 15 of the Lease notwithstanding, and provided that such assignee or sublessee expressly assumes the obligations of Tenant under the Lease, Landlord hereby consents to the assignment and/or subletting by Tenant of its rights and interests under the Lease to an assignee or sublessee that is: (a) a franchise of Volkswagen of America, Inc., (b) a successor in interest or assignee of the rights and obligations of Tenant under the DDA, or (c) an entity that Tenant controls, is controlled by, or is under common control with. Except as otherwise set forth in this Paragraph 3, the remainder of Section 15 of the Lease is unchanged.

4. Effect of this Amendment. Except as expressly modified in this Amendment, the Lease shall continue in full force and effect according to its terms, and Landlord and Tenant hereby ratify and affirm all of their respective rights and obligations under the Lease.

5. Counterpart; Facsimile Signature. Facsimile signatures appearing hereon shall be deemed originals and this document may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment to be effective as of the date set forth above.

AN DEALERSHIP HOLDING CORP.,
a Florida corporation, formerly known
as AUTONATION USA CORPORATION

By: _____
TENANT

LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

By: _____
Chair, Board of Supervisors
LANDLORD

ATTEST:

VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
County Counsel

By _____
Deputy

DKW:bw
P6:1180C

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chair's signature.

The undersigned hereby certifies that on this ____ day of _____, 20__, the facsimile signature of _____, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(LACFCD-SEAL)

APPROVED as to form

RAYMOND G. FORTNER, JR.,
County Counsel

By _____
Deputy

ACKNOWLEDGMENT FORM

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

On _____, before me, _____,
the undersigned, personally appeared _____

(insert name and title)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(Name - typed or printed)

(Seal)

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS IF REQUIRED

ACKNOWLEDGMENT FORM

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

On _____, before me, _____,
the undersigned, personally appeared _____

(insert name and title)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(Name - typed or printed)

(Seal)

181-12 Parcel 73L
Manhattan Beach Boulevard Drain
181-12 RW 3
A.P.N. 4149-009-902 and 903 (Portions)
T.G. 733 (A4, B4 and B5)
I.M. 069-157
Second District
M9022037

LEGAL DESCRIPTION
(Lease purposes)

Those portions of that certain parcel of land in Lots 2 and 3, Section 20, Township 3 South, Range 14 West, Rancho Sausal Redondo, as shown on Recorder's Filed Map No. 140, on file in the office of the Recorder of the County of Los Angeles, described in deed to LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, recorded in Book D188, page 251, of Official Records, in the office of said Recorder, within the following described parcels:

PARCEL A:

Beginning at the intersection of a line parallel with and 40 feet northerly, measured at right angles, from the centerline of Compton Boulevard, as shown on map filed in Book 3, pages 1 to 7, inclusive, of Official Maps, in the office of above-mentioned Recorder, and the southwesterly line of the above-mentioned certain parcel of land, said intersection hereby designated as Point "A" for the purpose of this description; thence North 53°38'21" West along said southwesterly line, a distance of 82.07 feet to the most southerly corner of that certain parcel of land described as Parcel 3 in deed recorded on April 30, 1992, as Document No. 92-780600, of above-mentioned Official Records; thence North 36°21'39" East along the southeasterly line of said Parcel 3, a distance of 14.00 feet; thence parallel with said southwesterly line South 53°38'21" East 101.05 feet to said first-mentioned parallel line; thence westerly along said first-mentioned parallel line, a distance of 23.58 feet to the point of beginning.

Containing: 1,282± s.f.

PARCEL B:

Commencing at the above-designated Point "A"; thence North 53°38'21" West along the southwesterly boundary of the above-mentioned parcel of land described in deed to the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a distance of 234.93 feet to the beginning of a tangent curve concave to the northeast and having a radius of 2,194.00 feet; thence northwesterly along said curve, through a central angle of 5°21'42", an arc distance of 205.31 feet to the most westerly corner of the above-mentioned Parcel 3, a radial of said curve to said corner bears South 41°43'21" West, said most westerly corner also being the TRUE POINT OF BEGINNING; thence continuing northwesterly along said curve, through a central angle of 7°37'24", an arc distance of 291.92 feet to the most southerly corner of that certain parcel of land described as Parcel 2 in the above-mentioned Document No. 92-780600, a radial of said curve to said last-mentioned corner bears South 49°20'45" West; thence North 42°24'58" East

EXHIBIT A

along the southeasterly line of said Parcel 2, a distance of 11.84 feet to the most easterly corner of said Parcel 2, said last-mentioned corner being a point on a curve concentric with and 11.75 feet northeasterly, measured radially, from said curve having a radius of 2,194.00 feet, a radial of said concentric curve to said last-mentioned point bears South 49°23'00" West; thence southeasterly along said concentric curve, through a central angle of 7°39'39", an arc distance of 291.78 feet to the northwesterly line of said Parcel 3; thence South 41°43'21" West along said northwesterly line, a distance of 11.75 feet to the TRUE POINT OF BEGINNING.

Containing: 3,430± s.f.

PARCEL C:

Commencing at the above-designated Point "A"; thence North 53°38'21" West along the southwesterly boundary of the above-mentioned parcel of land described in deed to the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a distance of 234.93 feet to the beginning of a tangent curve concave to the northeast and having a radius of 2,194.00 feet; thence northwesterly along said curve through a central angle of 27°30'41", an arc distance of 1,053.48 feet to the most northerly corner of above-mentioned Parcel 2, a radial of said curve to said corner bears South 63°52'20" West, said most northerly corner being the TRUE POINT OF BEGINNING; thence continuing along said curve through a central angle of 6°51'05", an arc distance of 262.36 feet to a point in said 2,194.00-radius curve, a radial of said curve to said last-mentioned point bears South 70°43'25" West; thence North 70°43'25" East along said last-mentioned radial line to a curve concentric with and 12.66 feet northeasterly, measured radially, from said curve having a radius of 2,194.00 feet; thence southeasterly along said concentric curve, through a central angle of 7°08'10", an arc distance of 271.68 feet to the northeasterly corner of said Parcel 2, a radial of said concentric curve to said northeasterly corner bears South 63°35'15" West; thence along the generally northerly boundary of said Parcel 2, South 74°38'21" West 12.00 feet and North 32°03'37" West 8.64 feet to the TRUE POINT OF BEGINNING.

Containing: 3,430± s.f.

EXHIBIT A

MANHATTAN BEACH BOULEVARD DRAIN

Reference: 181-12 RW 3



NOT TO SCALE

LOT 2
SEC. 20. T.3S.. R.14W

PROPERTY FORMERLY
LAND CO.

R.F. 140

OR 92-780600
ROSEWAY PARTNERS, LTD.
LEASE NO. 65970
EXPIRES MAY 31, 2008

PARTITION OF THE
OF THE REDONDO

RANCHO SAUSAL REDONDO

P. 1 - 507 & 508
C.F. 218

EXHIBIT B

TRACT NO. 7191

M. B. 81-96

HINDRY AV

SE cor.
Lot 4, Sec 20

D: OR D188-251
LACFCD (FEE)

147TH ST

(Vacated)

(177.6' ±)
N47°33'50"W
51.87'

(80)

(79)

N89°59'44"E 465.32'

N89°59'54"E 233.42'

S73°11'31"W (R)

PARCEL 1
OR 92-780600
A=84± s.f.

PROPERTY OF SOUTHERN CALIFORNIA EDISON CO.
O.M. 3-1 to 7

LOT 3
SEC. 20. T.3S.. R.14W

RANCHO SAUSAL REDONDO

P. 1 - 507 & 508
C.F. 218

PARCEL 2
OR 92-780600
A=5.865± s.f.

PARCEL 3
OR 92-780600
A=5.005± s.f.

AUTONATION
Parcel A (Amendment
to Lease No. 65970)
A=1,282± s.f.

AUTONATION
Parcel B (Amendment
to Lease No. 65970)
A=3,430± s.f.

AUTONATION
Parcel C (Amendment
to Lease No. 65970)
A=3,430± s.f.

S'y line, Lot 2
(O.M. 3-1 to 7)

COMPTON BL

POINT "A"

20/20

N89°56'25"E

POINT "A"

58.95'

COMPTON BL

20/20

N89°56'25"E

POINT "A"

58.95'